

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/DOC Contract #: 25324 Amendment #:
 Vendor Name: COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems VISION Vendor No: 327807
 Vendor Address: 102 W 3rd Street, Suite 750, Winston Salem, NC 27101
 Starting Date: 9/30/13 10/15/13 Ending Date: 3/30/26 Amendment Date:
 Summary of agreement or amendment: *DOC Offender Mgmt. System*

II. FINANCIAL INFORMATION

Maximum Payable: \$6,900,845 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): 03602; - [notes: one time funds] VISION Account(s): 507600;

III. PERFORMANCE INFORMATIONDoes this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split: G-Fund 100.00 % S-Fund % F-Fund % GC-Fund % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☐ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing
☒ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☐ Yes ☐ No ☒ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
☒ Yes ☐ No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
☒ Yes ☐ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

Date 9/17/13 Agency / Department Head
 Date 9/26/13 Agency Secretary or Other Department Head (if required)
 Date Approval by Attorney General
 Date Approved by Commissioner of Human Resources
 E-SIGNED by Michael Clasen
 on 2013-10-09 19:35:59 GMT
 Date Secretary of Administration

R.B.

E-SIGNED by Barbara Cormier
 on 2013-10-03 12:42:09 GMT

E-SIGNED by Linda Morse
 on 2013-10-09 11:25:15 GMT

E-SIGNED by Aimee Pope
 on 2013-10-09 19:12:57 GMT

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Date 9/17/13 Agency / Department Head *[Signature]*
 Date 9/26/13 Agency Secretary or Other Department Head (if required) *[Signature]*
 Date Approval by Attorney General
 Date Approved by Commissioner of Human Resources
 Date CIO Date CMO Date Secretary of Administration

[Signature] 9/26/13

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Corrections (hereafter called "State"), and COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems, with a principal place of business in Winston Salem, NC 27101 (hereafter called "Contractor"). The Contractor's form of business organization is a North Carolina corporation. The Contractor's local address is 102 W 3rd Street, Suite 750, Winston Salem, NC 27101. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of development, implementation, software licensing, support and maintenance, and hosting of an Offender Management System ("OMS"). Detailed development and implementation services, software licensing, support and maintenance and software hosting services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$6,900,845.
4. **Contract Term.** The period of Contractor's performance shall begin on 10/15/2013 and end on 3/30/2026.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office **is** required.

Approval by the Secretary of Administration is ☒ /or is not ☐ required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination.** This contract may be cancelled by either party by giving written notice at least 90 days in advance. In the event of a termination, the State is obligated to pay the contractor for all completed milestones up to the date of termination and Contractor is obligated to refund State pro-rated Hosting and Support and Maintenance fees.
8. **Attachments.** This contract consists of 54 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications of Insurance; Included: YES ☒ NO: ☐

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Attachment G - InterAct Online OMS Roadmap

STATE OF VERMONT
CONTRACT FOR SERVICES

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Contract #25324

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D; Included: YES ☒ NO: ☐
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F
- 8). Attachment G

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

Date: 10/18/13

Signature: [Signature]

Name: Andrew Pallito

Title: Commissioner

Agency/Dept.:
Agency of Human Services
Department of Corrections

BY THE CONTRACTOR:

Date: Cindy Williams 10-17-13

Signature: _____

Name: Cynthia Williams

Title: Secretary & General Counsel

Phone: 630-320-3235
E-mail: legal@interact911.com
Alternative Contact: (if any) Kurt Jacobson
Sales Executive, New England & Mid Atlantic
508-873-6793
Kurt.jacobson@interact911.com

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

A. BACKGROUND

The Department of Corrections (DOC) in the state of Vermont operates as a unified system where it enjoys the unique situation of overseeing the activities of all three major correctional functions in the State of Vermont, jail management, prison management and field supervision for all levels of government, local, county and state.

DOC, in partnership with the community, supports safe communities by providing leadership in crime prevention, repairing the harm done, addressing the needs of crime victims, ensuring offender accountability for criminal acts and managing the risk posed by offenders. DOC accomplishes this through a commitment to quality services and continuous improvement while respecting diversity, legal rights, human dignity and productivity. Keeping DOC integrated with the other public assistance/service departments enables Vermont to get a more holistic picture of a possible family's situation, helping to identify necessary programs for the family.

The Department of Correction's Population Accounting System (PAS) provides the automation to support departmental day-to-day and strategic operations. PAS is an offender database application with an INFORMIX database served by interfaces written in 4GL accessed through a terminal emulator and others written in perl accessed through the department intranet. PAS has been online at DOC in a production environment for over thirty years and as a result the system has worked its way into all major department operations. DOC envisions to replace this system with the creation of a robust offender management system not only to meet the current needs of the Department but also to provide the framework for easy modification of system processes and procedures so that the Department can react in an accurate and timely manner to the ever changing requirements placed on them by internal and external sources.

In addition to the PAS database, Prison Rape Elimination Act (PREA)/Personnel have a separate database that needs to be incorporated with the overall system. This database overlaps with the current system, and both functionality and productivity would be improved with its incorporation.

The vision for the DOC Offender Management System (OMS) is described as a real time system for use by staff, business partners and partners/customers that is easy to navigate, easily and appropriately altered and can automate offender management process to the fullest extent possible. Once DOC is able to move into the OMS, it is expected that the contractor shall be able to upgrade DOC to the web-based Offender Management System

B. SERVICE DESCRIPTION

Contractor shall provide the following services for the State: Contractor shall configure, develop, implement, support, maintain and host an Offender Management System ("OMS") for State. In addition, Contractor shall train State staff in the usage of the Offender Management System.

1. Project Management Methodology

The Contractor's approach to project management shall utilize Project Management Body of Knowledge (PMBOK) Guide (latest edition) and the Rational Utilized Process Model Contractor outlined in the OMS bid to manage and control the project including, at a minimum, a project management methodology, a quality management methodology and a software development methodology. The Contractor shall also provide the project control tools it uses in its project management approach and utilize within each component of the Contractor's project management system.

Any customized or proprietary methodologies used by the Contractor shall be identified by the Contractor to the State prior to use and any customized or proprietary methodologies used by the Contractor must be reviewed by the Department of Information and Innovation's Enterprise Project Management Office (EPMO) and approved by the DOC before use by the Contractor.

The Contractor shall provide a Project Management Team. The project Manager shall have experience implementing system-wide jail systems. At least one member of the project management team will have three (3) years' experience implementing the Contractor's OMS in Jails, Prisons, and Probation & Parole (P&P) environment. A member of the Team shall have a current Project Management Professional (PMP) certification, and a member of the Team will have the experience and understanding of knowing when to take charge/lead and when to be a contributor.

2. Work to be Performed

The Contractor agrees to perform all of the requirements of the Scope of Work outlined below:

- Provide a Project Manager for the work associated with the implementation of this system.
- Provide an Escrow Agreement.
- Provide a Project Management Plan.
- Provide a Data Conversion and Migration Plan, complete the migration process, and convert legacy data for use in the Offender Management System.
- Provide a Staffing Plan.
- Provide Requirements Validation Documents, including a Security Plan, Risk Management Plan, and Security Controls Document.
- Provide a Risk Management Plan.
- Provide a Change Management Plan including targeted written and oral communication for a smooth implementation.
- Provide an Organizational Change Management Plan.
- Provide a Communications Plan.
- Provide a System Design, Functional Design and Technical Specifications.
- Provide an IT System Security Plan based on FBI CJIS Security Policy, Security Controls Audit Document and an IT Risk Assessment based on SSAE-16 and FBI CJIS Security Policy.
- Provide a Requirements Traceability Matrix and Work Breakdown Structure.
- Provide and adhere to a detailed Testing Plan, including Unit Testing as well as Integration and System testing, and documentation for User Acceptance and Operational Readiness Testing.
- Provide a Training Plan, Training materials, and train State staff.
- Deliver a dynamic system that is secure and confidential and meets all of the requirements listed within this document.
- Deliver system and services that are compliant with Federal and State Regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Deliver a system and service that meet all applicable state and federal audit requirements, including NIST 800-53 and when appropriate - IRS 1075 for the protection of Federal Tax Info.
- Provide one-year Warranty Period after Go-Live date.
- Provide a Post Implementation Review, including Post implementation evaluation and Certification.
- Upgrade the system to a dynamic, hosted, web-based system, that meets all of the requirements listed in this document within one year of implementation of the client-based system.

3. Requirements

The Contractor shall provide a system and items for the system that includes all of the requirements listed below:

	General Requirements
1	The system shall conform to State security standards and protocols. A list of the Agency of Human Service security policies can be found at http://humanservices.vermont.gov/policy-legislation/policies/05-information-technology-and-electronic-communications-policies/ and a list of State of Vermont security policies can be found at http://dii.vermont.gov/Policy_Central .
2	The system shall be developed using application and database best practices, as defined by project management methods and approved by the State.
3	The system shall integrate with the Agency's Master Person Index database utilizing the Service Oriented Architecture (SOA) platform.
4	The system utilizes a System Oriented Architecture environment.
5	The system shall provide ad-hoc reporting capabilities using all data fields in the OMS to create all needed reports.
6	The system shall be able to export datasets in formats including but not limited to excel, comma delimited, and fixed width.
7	The system shall be compliant with National Information Exchange Model (NIEM) and Judicial Information Exchange Model (JIEM) standards and provide audit test results supporting this compliance.
8	The system shall include role based permissions to allow access to staff based on State approved functions.
9	The system shall have spell check for free text fields.
10	The system shall include data validation to safeguard against the entry of incorrect data.
11	The system shall include an Administration module that allows non-technical staff to establish new user permissions and to change existing permissions.
12	The system shall be highly configurable so that established processes and data elements can be modified.
13	The system shall have and allow access to data for reporting needs using data connections from 3rd party applications such as Microsoft Excel and Crystal Reports.
14	The system shall include all drill down search screens for inmate demographics, events, and other data elements currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap (attached as Attachment G) will require a Change Order.
15	The system shall provide its own document storage and retrieval component and shall be capable of migrating to the Vermont Agency of Human Service (AHS) enterprise document repository for document storage and retrieval.
16	The system shall utilize the state of Vermont Simple Mail Transfer Protocol (SMTP) relay for all email notifications.
17	The system shall support task related ticklers/reminders currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
18	The contractor shall convert legacy data to populate the new system. This shall include the department's snap shot data, which is data that is captured at a point in time and is detailed in the Data Migration and Configuration section.
19	The system shall have a separate testing, training, and production environments.
20	The contractor shall provide, submit and execute a training plan for the system per the Training Plan and Training Materials section.
21	The system shall provide individual inmate exact daily housing designation (cell and restriction level specific).
22	The system shall identify the user making any entry into the database.

23	The System shall be able to mark an inmate record as "sealed" and system shall be able to "expunge" records upon court order and provide security around the access to these records.
	Data Exchanges
24	The system shall be able to process and import data including, but not limited to, a .csv file format or other file format.
25	The system shall be highly configurable for daily, weekly, or monthly scheduled imports from external data sources or timeframes currently contained in PAS and in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in PAS, the InterAct JailTracker System, or on the Contractor's roadmap will require a Change Order...
26	The system shall allow the secure transmission of selected files/information to community/outside entities. All PII data at rest shall be encrypted. The minimum encryption level is AES 128 encryption that is FIPS140-2 validated.
	Performance requirements
27	The system shall be in operation 24 hours a day every day.
28	The system shall have 99.98% uptime except as outlined in the Service Levels and Support section.
29	The system shall handle 1000+ concurrent users with sub-second response time for transactions; appropriate (approved) response times for reports.
	Intake and Booking Requirements
30	The system shall be configurable to be used by both Correctional Facilities and Probation and Parole offices.
31	The system shall accept a new offender into the system with checks to ensure that this is not a duplicate offender entry.
32	The system shall maintain offender demographic information including, but not limited to the following areas: Name, Date of Birth, Gender, Race, Social Security Number, Place of Birth, Marital Status, Height, Weight, Scars, Tattoos, Hair Color, Eye Color, Education, Veteran Status, Address, Employment, and Photo.
33	The system shall have the ability to search for existing and prior inmates and community supervision offenders and their records within the system on fields including but not limited to Last Name, First Name, Alias, DOB, and SSN.
34	The system shall present the booking process in a question-based format, where your previous response shall determine the next question and the offender's legal status (sentenced, detained or sentenced/detained) currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
35	The system shall have a module to conduct initial screenings and assessments currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
36	The system shall have a module to document court ordered offenses and sentences upon intake, whether it is an incarcerative sentence or a probation sentence or original charges for offenders waiting trial currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
37	The system shall allow authorized users to assign the offender to a probation office when the offender is booked into a correctional facility and have set factors to determine which office to assign the offender's case to.
	Sentence Calculation & Charge Information Requirement
38	The system shall provide Charge / Offense Documentation – Including, but not limited to the following: Docket number, Statutory Listing, Charge Code, Count Number, Action Date Probation and Parole Conditions.
39	The system shall provide automated sentence calculation computations per Vermont State sentencing rules incorporating necessary good time rules for new sentences to the system.
40	The system shall be configurable by the state to include multiple types of sentencing.
41	The system shall provide automated credit for time served calculations.

42	The system shall provide the ability for manual Sentence Adjustments if necessary by the state with appropriate security measures.
43	The system shall have automated work camp good time adjustments per inmate classification.
	Classification Processing Requirements
44	The system shall be configurable by the state with different classification requirements that may affect housing and other programs for offenders supervised in a Correctional Facility or at a Probation and Parole offices.
45	The system shall include the following functions: Classification questionnaire for the Correctional Facilities; Classification questionnaire for the Probation and Parole Offices; and Custody/Supervision level determination. These functions shall allow for modification by state staff as needed.
	Facility Operations Requirements
46	The system shall have an electronic log book module.
47	The system shall track security threat group activity within our correctional facilities and in Probation and Parole Offices.
48	The system shall have an automated mail logging function. It shall log all incoming and outgoing mail by inmate and facility, including the ability to interface and cross check with phone and visitation negative contact list.
	Offender Tracking and Housing Bed Management Requirements
49	The system shall track the location and movement of each offender within a correctional facility walls, between correctional facilities, between a correctional facility and an external location (including but not limited to courts, medical facilities, and police stations), between a correctional facility and a probation and parole office, and between probation and parole offices.
50	The system shall track Room Assignments to include knowing which offender was occupying a cell at any given time.
51	The system shall identify "Keep Separates" – Take note of inmates who may conflict or conspire if they are grouped in the same housing areas and/or in-house programs.
52	The system shall have a Counts functionality – Ability to know the headcount at a correctional facility or probation and parole office at any given time period.
53	The system shall keep an offender on a transport headcount when the offender is being transferred between correctional facilities.
54	The system shall track offenders having housing restrictions such as administrative segregation, disciplinary segregation and close custody.
	Case Management Requirements
55	The system shall have a case management module configurable for offenders being supervised at a correctional facility and at a Probation and Parole office as defined by the State.
56	The system shall provide an assessment module that measures, records answers and calculates scores on offenders' risk. The assessment module is a questions-based tool that is configurable by the state based on Department directives including, but not limited to, Classification, CVS, RMSL, LSI, VTPSA and SLA and can be found at: http://corrections.vermont.gov/about/policies .
57	The system shall provide case note recording including but not limited to categorizing case notes, all case notes are to refer back to the aspect of a case plan that they are relevant to, and ability to search all case notes by category.
58	The system shall produce reports including, but not limited to parole summaries, violation of probation and case staffing, used in the management of offenders within the Department currently contained in PAS and the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order. Portions of the reports should be auto filled from the database and portions shall be text entered by a staff member.
59	This system shall allow authorized users to enter in substance abuse testing results, to track the test results, and to generate a random list of offenders that needs to submit a substance abuse test per Departmental policies.
60	The system shall allow authorized users to record if DNA was taken on an offender or alert staff if DNA needs to be taken.

61	The system shall track requests for accommodations via the Americans with Disabilities Act.
62	The system shall allow authorized users to assign labels to offenders for easy recognition of special case needs, including but not limited to SFI, RSN, and Sex Offender.
63	The system shall track Severely Functionally Impaired (SFI) offenders.
64	The system shall have a release and re-entry planning functions to assist staff with planning for an offenders release to the community. To include functionality to view transitional housing options.
65	The system shall allow authorized users to process sex offender registry paperwork and allow for configurable work flows that assigns a task and/or send an email to an authorized user that is responsible for ensuring that the sex offender registry paperwork is completed within applicable timeframes.
66	The system shall identify offenders on furlough status whom should be recommended for parole based on factors currently contained in PAS and the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
	Programs & Services Requirements
67	The system shall include both incarcerative programming and community programming.
68	The system shall refer offenders to specific internal or external programs.
69	The system shall allow authorized users to enter and maintain offender scheduling for assigned programs.
70	The system shall allow authorized users to enter and maintain a wait list for a program.
71	The system shall track attendance.
72	The system shall track performance against agency-defined objectives and measurement criteria to include completions and terminations from program.
73	The system shall keep a history of programs that an offender has participated in with the outcome.
74	The system shall send notifications for program partners and caseworkers of enrollments and terminations.
75	The system shall track offender job assignments within a correctional facility to include DOC Vermont Corrections Industry.
	Incident Reporting Requirements
76	The system shall create a report for each reportable incident.
77	The system shall assign a unique identifier such as a number to each incident.
78	The system shall allow authorized users to assign a category to an incident as defined by Departmental policies and directives.
79	The system shall have customizable searching and sorting of incident reports including, but not limited to, by work site and category currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
	Disciplinary Reports & Hearings Requirements
80	The system shall track disciplinary actions for both offenders supervised at a correctional facility and at a Probation and Parole Office.
81	The system shall be configurable for work flows that assign a task and/or send an email to a staff member that is responsible for ensuring that the disciplinary hearing process occurs.
82	The system shall track every step of the Department's disciplinary process.
83	The system shall allow authorized users to enter in a Disciplinary Report, to also include if the offender is not currently on the sites headcount.
84	The system shall track the rule violated to include the initial rule code and the final rule code upon disposition.
85	The system shall document and track the sanction imposed for rule violation.
86	The system shall allow authorized users to expunge a disciplinary report.

87	The system shall have a separate module that allows for entering in and tracking of Probation and Parole graduated sanctions as defined by the State.
88	The system shall have a separate module that allows for entering in and tracking of Probation and Parole furlough suspensions as defined by the State.
89	The system shall calculate the number of bed days used for offenders returned to jail on a graduated sanction or furlough suspension.
Grievance Tracking and Management Requirements	
90	The system shall document and track offender grievances for both offenders supervised in a correctional facility and at a Probation and Parole office as defined by the State.
91	The system shall allow authorized users to enter in each step of the Department's grievance process.
92	The system shall allow authorized users to sort grievances by different categories including, but not limited to, subject, work site, staff member currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
93	The system shall provide a configurable work flow that assigns a grievance and/or sends an email to a user that is responsible for ensuring that the grievance is completed within set time frames.
Property Management Requirements	
94	The system shall be able to track and manage offender property from intake through release throughout the entire correctional system regardless of the facility the offender is currently housed.
95	The system shall maintain a complete history of an inmate's property indefinitely, providing evidence of disposal and transfer of property.
96	The system shall provide Contraband Documentation and Disposal.
97	The system shall allow authorized users to document issued and purchased items.
98	The system shall integrate with the Commissary for purchased items.
99	The system shall provide quantity management.
100	The system shall provide serial number tracking.
101	The system shall provide property auto-transfer with inmate transfer.
102	The system shall have history retention and reporting.
103	The system shall allow authorized users to inventory items belonging to offenders who are transferred to an out of state facility for items that cannot be taken with them and stored until the offender returns to an instate facility.
104	The system shall track free stamps issued to offenders per Departmental policies.
Negative Contact List Requirements	
105	The system shall maintain and track a list of individuals that an offender is not allowed to telephone, visit or send mail to and interface with the inmate phone system.
Visitation Management Requirements	
106	The system shall manage and track offender visitation leveraging the same scheduling function as provided in other requirements, including the ability to interface and cross check with phone and mail negative contact list.
107	The system shall maintain a record for each person visiting State Correctional facilities, including but not limited to, visitor identification, offender(s) the visitor is visiting, visit categorization (ex. Contact, non-contact, etc.), restrictions (such as banned from a correctional facility or from visiting a particular offender) currently contained in the InterAct JailTracker System. Any specific requirements identified by the State that is not contained in the InterAct JailTracker System or on the Contractor's roadmap will require a Change Order.
108	The system shall have the ability to query history of visitation. Including both the history of a visitor and history of who has visited an offender.
109	The system shall have the ability to maintain a visiting list for each offender to include those approved to visit and those not approved.

110	The system shall have the ability to cross check the visitor against the negative contact list.
	Inmate Phone Management Requirements
111	The system shall be able to maintain a phone list of numbers that an inmate calls or is called from for each offender in a correctional facility.
112	The system shall have the ability to cross check the phone list against the negative contact list and interface with the inmate phone system.
	Commissary Requirements
113	The system shall create, track purchases, and manage returns to the commissary vendor.
114	The system shall link commissary with offender property, so when an offender orders from commissary it is automatically added to the offender's property list.
	Inmate Trust Account Requirements
115	The system shall have one inmate trust account that follows the offender when physically transferred between institutions.
116	The system shall track funds available for individual offender use.
117	The system shall track offender fines and supervision fees.
118	The system shall have an inmate wage system.
	Scheduling Requirements
119	The system shall have a scheduling function for the correctional facilities and Probation and Parole offices.
120	The system shall provide tracking of all offender activities including, but not limited to, offender jobs, programs, transports, healthcare appointments, and work crew, and provide an alert if there is a scheduling conflict.
121	The system shall provide a scheduling function of class schedules for the Department's High School.
122	The system shall provide program schedules for each Department program.
123	The system shall be able to Schedule events for the facility, housing areas or individual inmates. View schedules for the entire facility or specific inmates by day, month or year.
124	The system shall maintain detailed records of all internal and external scheduled and unscheduled movements.
	Community Restitution Program (CRP)/Work Crew Requirements
125	The system shall automate the scheduling of an offender's work crew time based on the sentence computation and charge information.
126	The system shall maintain: Rosters and attendance; Track number of work crew days completed Staff alerts when tasks need to be completed per Departmental policies; Track when an offender fails to comply with their work crew obligations and track and alert when the violation process needs to occur.
	Community Service Requirements
127	The system shall manage an offender's community service information.
128	The system shall track number of hours to completion.
129	The system shall provide automatic calculations of hours remaining each time hours have been completed.
130	The system shall track the worksite in which the community service is being completed at including contact information for the site.
	Parole Board Requirements
131	The system shall have the capability to store parole information to include: Outcomes of parole hearings; Parole summaries; Parole agreements; Violation information.
	Violation Processing Requirements
132	The system shall track violations of probation or parole.
133	The system shall allow for violation summaries to be entered and, where appropriate, the system shall automatically populate associated data fields as determined by the State.

134	The system shall have the ability to document and track the result of the violation.
	Medical Records Requirements
135	The system shall provide data fields and category information related to "Release Planning".
136	The system shall track food and medical allergies and assign special diets.
137	The system shall track medications dispensed or refused by offenders.
	Risk Mitigation Requirements
138	Contractor shall provide a security audit of the application, including audit logs and reporting.
139	Contractor shall also provide a security audit of the data center at which the system shall be hosted.
140	The Contactor shall provide Transactional Response Times for the system in the following areas: Individual Offender Record Look-ups; Queries; Standard Reports; Complex Reports; Custom and Ad-Hoc Reports.
141	The Contractor shall provide all reports in the current PAS system as well as all reports that can be currently generated the Contractor's current InterAct JailTracker System as part of the Offender Management System.
142	Contractor shall provide service using an Unanticipated Time and Management Table as outlined in Attachment B to outline costs (per hour) for items that are required in the future, but are not included as part of the contract.
143	The Contractor shall provide proposed Transactional Response Times for system in the following areas: Individual Offender Record Look-ups; Queries; Standard Reports; Complex Reports; Custom and Ad-Hoc Reports. Since this is a client-server system that is planned to be moved to a web-based system, please provide this information for both the client-server and proposed web-based system.
144	The contractor shall provide a complete system data dictionary using the State's Data Dictionary Template to effectively document all data elements that are to be stored in the database.
	Upgrade from client-server based system
145	The system is to be upgraded to a web-based system, with all of its functionality, at no additional cost to the state in a projected outlined timeframe. Contractor shall provide names of other customers that shall be upgraded before the State or along with the State to the web-based system.
146	The system shall have self-service login password reset capabilities.
	Electronic Medical Records (EMR) Requirements
147	The system shall be able to produce profile alerts for special medical and mental health needs based on intake information.
148	The system shall have data fields to input and import health insurance data upon admission.
149	The system shall have the ability to capture all inmate information related to medical, mental health, and psycho-social status from booking through release.
150	The system shall be able to capture inmate health data to be used in the daily management of the inmate, including but not limited to housing, program, work, and contact restrictions.
151	The system shall be able to interface with other Electronic Medical Health Record Systems, including but not limited to contracted pharmacies and billing systems.
152	The system shall use an identification method (i.e. bar codes), connecting to data file to monitor medication use for safety and utilization.

4. MILESTONES

If State determines that a below described milestone deliverable does not meet, or otherwise conform to, the State's requirements, then State shall provide Contractor with a notice describing the nonconformance of the deliverable. Contractor shall have thirty (30) days from the date it receives State's notice of the nonconformance to make the deliverable meet or otherwise conform to the State's requirements at no additional cost to State. If the State does not notify the Contractor with thirty (30)

days after presentation of deliverable, then the Contractor shall be able to invoice for said deliverable. Thereafter, should State identify nonconformance, then the State shall have the right to request conformance of the deliverable within thirty (30) days. Contractor shall have thirty (30) days from the date it receives State's request of the nonconformance to make the deliverable meet or otherwise conform to the State's requirements at no additional cost to State. Contractor's failure to meet a deliverable will not be considered as a breach if it is the State that causes the delay.

This process of acceptance can be used by the State for each and every deliverable or re-deliverable milestone. The OMS Client/Server Go-Live Date shall be when the OMS is put into production at all 20 Locations listed in the Service Delivery & Activities section. It is the responsibility of the State to have all 20 Locations identified ready for Go-Live on a simultaneous date. The Go-Live Date shall be subsequent to the Pilot Operations period listed in the Milestones. Contractor shall complete the following deliverables on the due dates. Due Dates for Milestone Deliverables may be changed upon the request of the Contractor and acceptance by the State.

Milestone Description	Due Date
Preparation	
1. Project Kick-off and Initiation (including Project Management Plan and Oversight) – Delivery of Initial Project Plan, Data Conversion and Migration Plan, and Staffing Plan	21 days after contract execution
2. Requirements Validation Documents (including Security Plan, Risk Assessment and Security Controls Document) - Delivery of Risk Management Plan, Change Management Plan, Organizational Change Management Plan, Communications Plan, Disaster Recovery Plan and initial task Gantt chart	30 days after contract execution
3. System Design – Delivery of IT System Security Plan, IT Risk Assessment, Security Controls Audit Document, Work Breakdown Structure, Requirements Traceability Matrix, Functional Design, Technical Specifications and Network Diagram	45 days after contract execution
Construction	
4. Construction and Configuration	
a. Prioritize OMS to meet State needs and timeline Milestone 1– Delivery of Baseline Project Plan	60 days after contract execution
b. Milestone 2 – Delivery of OMS Base System	120 days after contract execution
c. Milestone 3 – Delivery of Parole & Probation/Case Management Modules	180 days after contract execution
d. Milestone 4 – Delivery of Reporting, Medical & Accounting Modules	240 days after contract execution
e. Milestone 5 – Delivery of Barcode & Web Publishing	300 days after contract execution
f. Milestone 6 All other remaining modules	360 days after contract execution
g. User Acceptance Test Sign-off on System	420 days after contract execution
5. Data Migration and Configuration	
a. Data Extraction from Legacy DOC System	30 days after contract execution
b. Map Data Elements – Delivery of Data Conversion Plan	90 days after contract execution
c. Submit Mapped Data Elements for review - Delivery of Data Mapping Document	150 days after contract execution
d. Finalize Data Configuration	210 days after contract execution

6. Integration and System Testing (to include bulk-load testing and System configuration)	
a. Construction, Configuration, and Unit Test Summary - Delivery of Draft Acceptance Test Plan ("ATP")	300 days after contract execution
b. Unit Test Results – Delivery of completed ATP's from Construction Phase	330 days after contract execution
c. Integration and System Test Plan - State signoff on the Acceptance Test Plan of OMS	360 days after contract execution
d. Documentation Plan – Delivery of draft Training Manual	390 days after contract execution
e. User Training Plan – Delivery of Training Plan (Schedule, Curriculum, Final Manual)	420 days after contract execution
Inspection	
7. User Acceptance Testing and Operational Readiness Testing (functional and workflow testing) - Elements to complete this milestone include: a) delivery of the entire OMS including the 152 requirements included herein: i) completed data conversion; and ii) approval training plan with training for User Acceptance Testers. b. Delivery of SSAE-16 and most recent FBI CJIS certification to the State.	90 days before implementation (Go Live date) of system
8. Training – Deliver completion of scheduled Training Classes and Training Plan	Not less than 90 days before implementation (Go Live date) of system
a. Train the Trainer Sessions	Not less than 45 days before implementation (Go Live date) of system
b. General and Specific Training Sessions	Not less than 7 days before implementation (Go Live date) of system
9. Pilot Operations (At the option of the State)	60 days before implementation (Go Live date) of system
Implementation and Support	
10. Implementation/Go-Live Date – Go Live date and Escrow Agreement	Not more than 18 months after contract execution
11. Documentation - Delivery of System and User Manuals	Not more than 18 months after contract execution
Provide One-year Warranty Period	To commence immediately after implementation (Go Live date)
System Maintenance and Operations	
Year 1 - 11: Hosting	To commence after implementation (Go Live date)
Year 1 – 10: Provide System Annual Support & Maintenance	To commence after Warranty Period
Provide annual SSAE-16 and CJIS Compliance certification to the State	Annually 30 days prior to Go Live anniversary date
Web Construction and Configuration – Upgrade includes all deliverables in original implementation, approved change orders between Contract Signing through Go Live Date, and concluding at the end of the Warranty Period	Not more than 12 months after Go live date
12. Post Implementation Evaluation and Certification	60 days after implementation (web-based system Go Live date) of 20 Locations named in Attachment A

5. Service Delivery & Activities:

The Contractor shall not connect to any state internal networks, or require the use of state-owned computer equipment, other than necessary for users to access the system to complete the scope of work in this contract. This shall not exclude the Contractor from connecting the OMS with the State's Virtual Private Network (VPN) tunnel between the Offender Management System and the State maintained Active Directory so that the system can perform authentication of users. The Contractor will use its facilities to complete the work, unless otherwise noted.

Contingent upon the State's compliance with the terms of this Agreement, Contractor grants to the State a perpetual, state-wide, non-exclusive, non-transferable Enterprise License to permit its users to use the Software. Should the State open additional locations, 1) additional locations will be covered under this Enterprise License; and 2) the State will be required to provide information to the Contractor in order to support and maintain the update to the system. Seven (7) DOC Facilities and several other business units are listed below as the current locations of operation within DOC:

1. Northern State Correctional Facility (NSCF) - Newport
2. Northwest State Correctional Facility (NWSCF) - Swanton
3. Chittenden Regional Correctional Facility (CRCF) - South Burlington
4. Northeast Correctional Complex (NERCF & CCWC) - St. Johnsbury
5. Marble Valley Regional Correctional Facility (MVRCF) - Rutland
6. Southeast State Correctional Facility (SESCF) - Windsor
7. Southern State Correctional Facility (SSCF) - Springfield
8. Caledonia County Work Camp
9. Barre Probation & Parole
10. Bennington Probation & Parole
11. Brattleboro Probation & Parole
12. Burlington Probation & Parole
13. Hartford Probation & Parole
14. Morrisville Probation & Parole
15. Newport Probation & Parole
16. Rutland Probation & Parole
17. Springfield Probation & Parole
18. St. Albans Probation & Parole
19. St. Johnsbury Probation & Parole
20. Out Of State Locations – Currently have contracts for three out of state locations to house inmates.

6. Software Warranty.

Contractor warrants the Software shall perform in accordance with the Contract for a period of one (1) year commencing on the Go-Live Date. The State agrees to notify Contractor in writing of the error of the Software to satisfy the foregoing warranty and, after verification thereof by Contractor, Contractor shall correct any reported error in accordance with the Service Levels.

7. Milestone Description

a. PROJECT PLAN AND OVERSIGHT

The Contractor shall deliver to the State a Project Management Plan. The Project Management Plan delivered by the Contractor shall incorporate the scope of work, deliverables, and all requirements outlined in the contract and shall include the following:

- Staffing assignments for contract tasks including names, resumes, percentage of time assigned to project and any other applicable information. All Contractor staff assignments shall be approved by the State, which approval shall not be unreasonably withheld, prior to contract tasks being performed.
- Graphs showing critical events, dependencies and decision points during the course of the contract. Any tool(s) used by Contractor for such purposes shall produce information of a type and in a manner and format that will support reporting in compliance with the State's requirement to the extent such requirements are described in the Scope of Work and shall be accessible using software currently used by the State of Vermont (i.e. Word, Excel, Project or Visio).
- The Contractor shall provide a Functional Design and Technical Specifications as defined using PMBOK Project Management methodologies.
- The Contractor shall create and deliver a comprehensive implementation plan as part of the project plan.
- The Contractor shall provide and follow a Software Development Life Cycle (SDLC), as approved by the State, for any customization needed to their software.
- Test Plan;
- Documentation Plan;
- Training and Education Plan;
- Data Conversion and Migration Plan;
- Operational Readiness Test Plan;
- Pilot Operations Plan;
- System Design Plan, including System Development Requirements; and
- Systems Implementation Plan.

The State shall give final approval to the Project Management Plan. Implementation of the Project Management Plan shall not commence prior to State approval.

b. STAFFING

The Contractor shall provide continuity in staffing through completion of all tasks utilizing staff that includes individuals that have at least 3 years of JailTracker experience implementing the system in a Jails, Prisons, and Probation & Parole (P&P) environment.

The Contractor shall provide a staffing plan as it relates to State staffing and organizational impacts due to the implementation of this new system. The Contractor must identify the State specific professionals. Other requirements are as follows:

- The Contract shall provide a qualified Project Manager, as described in the Project Management Methodology, to manage this project.
- The Contractor shall provide and maintain qualified personnel and staffing to enable the deliverables to be provided in accordance with the contract.

- The Contractor shall ensure that all persons assigned to perform work under the contract are employees or subcontractors, authorized pursuant to Paragraph 15 of Attachment C, of the Contractor and shall be fully qualified, as required in this contract, to perform the services required.
- The Contractor shall replace any of the key staff with a person of equivalent experience, knowledge and talent, if the need arises.
- The Contractor shall provide a technical lead dedicated to the project, specifically identified with overall responsibility for the implementation and transition from design, development and implementation to operation of this system. This person shall be responsible for coordinating implementation activities and for allocating implementation team resources. This person shall be to be available on a daily basis until the turnover to the State has been successfully completed.
- The Contractor shall provide State with ready access to all members of the Project Management Team.
- Project Management Team shall be reachable by cell phone, as well as email, at all times.
- The Contractor shall participate in meetings in person or by conference call as required. A minimum of bi-weekly status update calls are required (separate from the Project Status Reporting requirement).
- The State shall provide one (1) Project Manager to manage the project.
- The State shall provide one (1) DOC Subject Matter Expert capable of describing the semantics of the existing data; to act as a consultant to mapping the source data to the target data model, scoping of their data, migration effort, business rule validation and testing; and assisting with testing and final system validation.

C. IMPLEMENTATION PLAN

The Contractor shall provide a detailed implementation plan that includes:

- The technical, business and informational steps in sequential ordering for implementing the OMS system.
- The technical, business and informational steps in sequential ordering for what needs to occur in PAS so it will continue to function efficiently and effectively without any negative impacts of implementing the OMS system.
- Details of all obstacles, which are defined as event that prevented a task to be completed within the schedule project timeline, Contractor has encountered with implementation of the JailTracker system and plans for avoidance.
- A Lessons Learned report with advice to the State on proceedings to assist State in avoiding obstacles in implementation.
- Staffing and organizational steps for the State to ensure a smooth transition of implementation.
- A Communication Plan that details how State should approach communications to all interested parties using Contractor's JailTracker implementation experience.
- Recommendation on how to utilize automated updates and alerts, taking advantage of today's technology, to communicate to all interested parties.

d. CHANGE MANAGEMENT PLAN

The Contractor shall provide two (2) distinct Change Management Plans: Technical, and Project (includes process). The Change Management Plan shall include a process for handling changes and a method to audit and track changes. The Change Management Plan shall contain the following:

- A process to follow that is consistent with approved Project Management methodology;
- An Organizational Change process; and
- A decision log to track, monitor and report on any change.

Contractor shall conduct an on-site Visioning Workshop with DOC leadership and a one week Organizational Readiness Assessment as part of the creation of these plans.

e. COMMUNICATIONS MANAGEMENT PLAN

The Contractor shall provide a Communications Management Plan. The Communications Management Plan shall include the following:

- What information will be communicated to the State, including the level of detail and format;
- How the information will be communicated, including but not limited to in meetings, email, telephone, web portal, or a combination of these mediums;
- When information will be distributed, including the frequency of project communications both formal and informal;
- Contractor or State staff who is responsible for communicating project information;
- Communication requirements for all state determined project stakeholders by the State;
- What resources the Staffing Plan allocates for communication;
- How any sensitive or confidential information is communicated and who shall authorize the communication;
- How changes in communication or the communication process are managed;
- The flow of project communications, meaning the intervals at which information is given to different stakeholder groups;
- Any constraints, internal or external, which affect project communications;
- Any standard templates, formats, or documents the Contractor and State may use for communicating;
- A process for resolving any communication-based conflicts or issues; and
- Notification of changes in the Change Management Plan.

f. Project Status Meetings and Reports

The Contractor shall have a project status meeting monthly, or more frequently as needed, with the project manager and project director and/or delegate(s). The Contractor shall provide minutes of the meeting, which will include reporting of decisions, action items and list of participants. Contractor shall e-mail minutes to the State within 4 working days after the meeting. The Contractor shall submit monthly Project Status Reports to the State. A report format shall be submitted to the State for approval within fourteen (14) days after the effective date of the contract. Once the State approves the format of the report, it shall be used.

The Contractor shall include the following in the monthly Project Status Report: identification of all tasks completed, incomplete, or behind schedule in the previous month, reasons given for tasks being

behind schedule; all tasks planned for the coming month; an outline for percent completed, resources assigned to tasks; the status of any issues, risks, and corrective actions; and possible solutions being explored and status of research. The Project Status Report shall have a clearly defined coding scheme.

g. REQUIREMENTS AND VALIDATION DOCUMENTATION

No modification or subtraction of a requirement shall be allowed without final approval by the State. The requirements are outlined in the requirements section. Any modification or subtraction to a requirement shall be subject to a change order process as defined by the State. Reasons for changes to the requirements may occur for the following reasons:

- Responding to any of the potential Legislative (Federal and/or State) actions/initiatives, for example regarding Health Care Reform, as it pertains to Corrections;
- Respond to any production problems as identified by the State. Enhance software, data load or other system functionality to respond to unanticipated circumstances identified by the State. Such “unanticipated circumstances” shall be submitted to Contractor on a State provided Change Request Form.
- Design and testing of the system may generate ideas for enhancements and provide insight into how agencies may wish to change their practices and processes to gain greater efficiency and capture more value from the system; and
- Providing dashboards, reporting and other business-user driven functionality.

The Contractor shall provide a ‘Requirements Traceability Matrix – a means to effectively and clearly document, track and verify the ultimate successful implementation of each requirement. The Requirements Traceability Matrix shall include the associated user-testing documentation, otherwise known as the Test Plan. The Requirements Traceability Matrix shall include the content of the OMS requirements as outlined in the requirements and as outlined in the Scope of Work. The Requirements Traceability Matrix shall be a spreadsheets that contain the requirements and shall have comments placed in a new column stating any changes to their original format. It will also be noted as to why a requirement may not be included and/or why it was modified as outlined in the Change Management Plan.

At the time of delivery of the Requirements Traceability Matrix, the Contractor shall provide a Data Dictionary using the State’s Data Dictionary template to effectively document all data elements that are to be stored in the database. The Agency’s Director of Data Services must review and the State Project Manager approves the Data Dictionary for format, completeness, and accuracy.

h. RISK ASSESSMENT

The Contractor shall provide a Security Controls Review Document, Security Plan, Risk Assessment Report and mitigation strategies. The Risk Assessment report examines the implementation for risk exposure with respect to the project schedule, budget, resources, external dependencies and technical/security risks. A list of the Agency of Human Service security policies can be found at <http://humanservices.vermont.gov/policy-legislation/policies/05-information-technology-and-electronic-communications-policies/> and a list of State of Vermont security policies can be found at http://dii.vermont.gov/Policy_Central

i. CONSTRUCTION, CONFIGURATION, AND UNIT TESTING

The Contractor’s performance shall be subject to State Technical reviews and audits. The State has the right to schedule technical reviews and audits as necessary throughout the Construction, Configuration

and Unit Testing. The Contractor's Team Lead and technical personnel responsible for the application development, as defined by the Staffing Plan, shall attend technical reviews and audits. The State alone can select the applications to be presented in each technical review and assessed in each audit. Contractor shall provide the following prior to Unit Testing:

- Integration and System Test Plan
- Documentation Plan
- User Training Plan

The contractor shall provide the following after Unit Testing:

- Construction, Configuration and Unit Test Summary
- Unit Test Results

j. DATA MIGRATION AND CONFIGURATION

The Contractor shall complete the migration process and shall convert all applicable data and any related support documentation necessary to carry on operations as approved by the State. This data shall include State data with a volume that could exceed 50GB, but is not expected to exceed that volume. In any event, if Contractor finds that the volume of the State's data as measured prior to migration exceeds 10% of the estimated volume, a Change Order will be required. The migration process shall at all times adhere to HIPAA requirements, as well as requirements of all applicable Vermont State Statutes to secure data in motion and at rest.

The Contractor's migration of the data shall not negatively impact existing PAS functionality, performance or response quality.

- ☐ Contractor shall prepare and provide written Data Profiling Reports to the State that include, but are not limited to, data quality, record counts, entity, person organization, mailing, physical and/or E-911 address duplicates in the source data. The Contractor shall communicate to the State the method by which entity and address matching is achieved, whether it is by exact, deterministic, probabilistic or other method. The Data Profiling Reports shall also detail all data collisions which source data will not readily map to the destination database without the application of coded business rules or manual scrubbing of data through the PAS interface or other. The Data Profiling Reports shall be used by the Contractor to develop a Migration Plan and by the State to assess the breadth of the migration. Once the State approves the format of the report, it shall be used.
- After approval of the Data Profiling Reports by the State, the Contractor shall define and document the data migration business rules for approval by the State. This shall address any data conversions, code mapping rules, and system defaults that need to be set. If Contractor uses probabilistic matching, the Contractor shall define data best match weighting thresholds necessary to accomplish the migration, which is subject to approval by the State. Source table and data element names may not reflect the business purpose of the data they contain and source data may not be normalized, which may require a majority of source data elements to be transformed with business rules before being loaded into the target database.
- The Contractor shall prepare and provide a written Migration Plan that details all the steps necessary to complete the migration using the Data Profiling Reports and the agreed-upon data migration business rules. The Migration Plan shall contain a Data Mapping document that maps Matrix in which the existing PAS data are mapped to the new OMS data repositories schema, including crosswalks for standardization of coded values, the data initially identified to be

converted, the associated action taken, problems encountered, resolution of problems, and final results. . The Contractor shall identify in the Migration Plan all data that must be manually scrubbed in the source system, before the migration is attempted. The Contractor shall identify in the Migration Plan and archival plans if deemed necessary by the State.

- The Contractor shall develop the data conversion scripts and procedures to apply the data migration business rules and convert the data to the new OMS format using the Migration Plan as a blueprint. The Contractor shall design the scripts and procedures that, when the process is run end-to-end, a complete written Migration Results Report is produced. The Migration Results Report shall identify what data migrated successfully and what data did not. The Migration Results Report shall be used by the Contractor and the State to measure and document the migration process. This process shall be repeated until the State determines the outcome is satisfactory. This process shall consist of iterations of conditioning, mapping, and transformation of the data until there is a data error percentage that the State accepts.
- Contractor may request the use of a State subject matter expert to resolve, any issues or questions that arise in the migration process to the satisfaction of the State and document in the Migration Results Report. If State requires, Contractor shall provide the tools and the process needed for State authorized personnel to perform manual data review and re-entry.

Contractor migration system shall be completely configurable using externalized data parameters rather than requiring coding changes and no hard-coding is authorized. Throughout the configuration step, Contractor shall monitor the system and shall provide status reports showing data entry progress and highlighting remaining work at project status meeting monthly, or more frequently as needed.

k. SYSTEM DESIGN PLAN

The Contractor shall create and complete a System Design Plan to include the following items:

- Logical Design
- Physical Design
- System Architecture and Infrastructure Documentation
- Network Requirements
- Design Specifications

l. SYSTEM AND USER ACCEPTANCE TESTING

The Contractor shall build and manage System Testing and coordinate User Acceptance Testing following State approval of the Test Plan.

1. Test Plan

The Contractor shall provide a Test Plan for approval by the State that includes the following:

- Goals of unit and system testing.
- Method of system testing (automated, manual or combination)
- Test conditions and expected results.
- Responsibility for system testing by the test team.
- Test result documentation.

2. System Testing

The Contractor shall provide both functional and technical support for system testing efforts as defined in the Staffing Plan. Contractor will provide functional and technical staff for system testing consistent with Contractor's Cost Proposal.

3. User Acceptance Testing

The State shall be responsible for developing user acceptance test plan scripts in collaboration with the Contractor and carrying out the user testing.

- Contractor shall provide the following prior to User Acceptance Testing:
 - i. Integration and System Testing Summary Reports for approval by the State
 - ii. Migration of tested application components to the User Acceptance Testing environment.
 - iii. Completion of the Integration and System Test Plan with no unexplained discrepancies, outstanding issues or errors.
 - iv. Delivery of the Integration and System Test Summary and Integration and System Test Results within following the completion of final testing.
 - v. Delivery of all preliminary versions of Help, System, Operations, User, and Training Documentation.
- Contractor shall provide the following after User Acceptance Testing:
 - i. User Acceptance of all Integration and System Test task deliverables as defined in the Requirements Traceability Matrix;
 - ii. Delivery of the entire hosted client-server Offender Management System
 - iii. Completed data conversion; and
 - iv. Approved Training Plan

4. Acceptance Testing Procedure.

The State's acceptance of all or part of the project described in the contract is subject to successful completion of acceptance testing. The following procedures shall apply:

- a. State shall have the right to test a Software and Project Deliverable to determine if it operates in accordance with the user acceptance test plan ("Acceptance Criteria"). State acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by State of any rights it may have under Contractor's warranties.

m. TRAINING PLAN AND TRAINING MATERIALS

The Contractor shall develop and deliver to the State a training plan that includes training sessions and training documents and materials throughout implementation of the OMS with a goal of 100% user adoption rate. The training materials and approach shall include sufficient information for trainees to accurately and efficiently perform role-based OMS-related tasks. Initial onsite training shall be provided by Contractor. Training is provided as close to the launch date as possible because experience has shown that a short time frame allows people to adapt to the new system more quickly. Training provided by the Contractor shall include the following:

- General and role-specific Offender Management System Training sessions;
- Train-the-trainer sessions for DOC Staff;

- Training provided prior to Go-Live on-site at each Vermont DOC location and through Web-based classes dedicated for State staff only, which may be at different dates and times due to shift schedules.
- Trainers for on-site and online training;
- Training Materials including but not limited to full system documentation, questionnaires, user guides, administrative guides, course outlines, training syllabi, workbooks, tests and samples;
- User Acceptance Test Training;
- Technical Configuration Training; and
- Continuing education to include online web-based classes on the latest enhancements to the OMS software over the life of the contract.

n. SYSTEM AND TECHNICAL USER DOCUMENTATION

The Contractor shall develop, maintain, electronically store, print and distribute documentation as required by the State for every phase of the OMS project. The Contractor shall continue to maintain all documentation throughout the term of the contract, per the requirements section, while supporting the State's ability to access, review, and modify documentation if needed. The Contractor shall provide documentation to include the following:

- OMS System Technical reference that includes application documentation, data element dictionary, entity relationship diagrams, physical data models, logical data models, network diagrams; and data flow diagrams;
- Operations Manuals;
- User Manuals;
- Training Manuals;
- Help References; and
- All additional documentation identified by the State.

The Contractor shall provide updates to these documents as they relate to the OMS, the hosting environment, and as any additional patches or upgrades are made to the system to be used as final copies in a Microsoft Word format.

o. POST IMPLEMENTATION REVIEW

The Contractor shall continue to meet via conference call weekly, or as determined by the State, to review the implementation of the system (the "Post Implementation Review") during the Warranty Period.

The Contractor shall, at the end of the Post Implementation Review, resolve or transfer all issues identified in the Post Implementation Reporting to the DOC staff. Contractor support thereafter will be per the terms of Service Level and Support.

p. POST IMPLEMENTATION REPORTING

The Contractor shall conduct a comprehensive evaluation of the OMS and its operations, and shall produce a Post Implementation Completion report within sixty (60) days post-implementation. This report shall include, but not be limited to:

- Contractor report on the technical, functional and informational aspects of the OMS in regard to stability, productivity and efficiency as defined by the State;
- Contractor recommended processes that need to be a certain way due to the initial implementation, but after that phase they can be modified/enhanced for better efficiencies post-implementation;
- Contractor review of the implementation and recommendation on how best to leverage State processes and knowledge from the OMS project to be utilized moving forward for other projects; and
- Contractor recommended changes to the Maintenance and Support plan for State including, but not limited to, adjustments from findings learned during implementation, go-live and period of post implementation up until the time of the report.

The Post Implementation Evaluation Report shall be produced by the Contractor every year in post-implementation on the anniversary of the go-live date. This report, including at a minimum the information listed above, shall also include the following items:

- Lessons learned;
- Requirements Traceability Matrix – completed and fully detailed;
- Evaluation metrics including actual and planned budget comparisons, actual and planned schedule comparisons, and actual and planned scope comparisons;
- OMS user satisfaction;
- Benefits gained over the previous offender management system (PAS);
- The current status of the OMS; and
- Ongoing issues within the OMS, including resolution and responsibility of each issue.

C. SERVICE LEVEL AND SUPPORT

1. Service Levels

As requested by the State, the Contractor shall provide the State with technical support and consultation from the Contractor's designated offices by way of telephone, bulletin boards and other electronic means to assist the State in the resolution of any problems encountered by the State in the operation, configuration, implementation and support seven (7) days per week, twenty-four (24) hours per day. Such support shall include efforts by the Contractor to verify, diagnose and correct any errors and defects in the Offender Management System in accordance with the service levels, support and escalation procedures set forth in this Contract. The Contractor shall provide software upgrades to the Offender Management System. User Acceptance Test period as provided in this contract will be provided for State testing of software upgrades to the Offender Management System. The Contractor, by itself or using its third party suppliers, shall provide the State with technical support services for Offender Management System in accordance with the following terms and conditions:

- Offender Management System will have at least 99.98% availability each calendar month ("Uptime Commitment"). For the purposes of this calculation, Offender Management System will be deemed to be "Unavailable" to the extent that the users cannot access Offender Management System or Offender Management System will not accept connections. Offender Management System will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below. The Contractor's records and data will be the sole basis for all Service Level (SLA) calculations and determinations. The

availability of the Offender Management System for a given month will be calculated according to the following formula (referred to herein as the “Availability”):

- i. Where: Total minutes in the month =TMM;
- ii. Total Minutes in the month Unavailable =TMU; and Availability = [(TMM-TMU) /TMM].

2. Service Level Uptime Exceptions

- Offender Management System will not be considered to be unavailable for any outage that results from any maintenance performed by the Contractor: of which the State is notified in at least 72 hours in advance; during the State’s implementation period; during the Contractor’s then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”); or as a result of the State’s request outside of the normally scheduled maintenance.
- Offender Management System will not be considered unavailable for any outage due to the State’s Data or application programming, acts or omissions of the State failures of equipment or facilities provided by the State, network unavailability or bandwidth limitations outside of the Contractor network;

3. Scheduled Maintenance

- Routine Maintenance: the Contractor shall perform maintenance on a semi-annual scheduled basis within a 4-hour maintenance window to occur on a weekend between 12:00am and 8:00am. A six week (45 calendar days) notice shall be provided in advance of any such maintenance activity. Routine Maintenance may require service to be suspended during the maintenance period. Scheduled maintenance periods will be excluded from Uptime calculations for availability.
- Emergency Maintenance: Under certain circumstances the Contractor may need to perform emergency maintenance, such as security patch installation or hardware replacement. The Contractor may not be able to provide the State with advanced notice in case of emergency maintenance. The duration of service Unavailability, due to emergency maintenance, will be excluded from the Uptime calculations for availability.
- User Acceptance Testing: Each major release shall provide for a one (1) month User Acceptance Testing (UAT) period. A copy of the State’s deployed infrastructure and database shall be made available for testing purposes. The State shall test and report any severity 1, 2 or 3 issues caused by the new release through the Contractor Support.
- Major Releases: Typically there shall be at least one (1) major release a year, however may be scheduled up to four (4) times a year. A User Acceptance Testing period shall be provided for all major releases. Cutover to the new major release will occur on the scheduled date unless severity 1, 2, 3 or 4 issues are known to exist.
- Minor Releases: The minor releases are monthly maintenance to the system as needed. Items included in the minor release may be any priority 2 or 3 items which did not get released in the major release. The minor release is accomplished during the weekly maintenance window. The Contractor shall communicate to the State updated Documentation and release notes. Not all minor releases require User Acceptance Testing. It is at the discretion of the Contractor whether an acceptance test period is warranted.
- Hot Fixes: The hot fix is reserved for repairing a catastrophic issue within the system. The system sends a notice 24 hours in advance to all the States’ end users in the system prior to

shut down. A notice shall be sent prior to shut down to give users of the system sufficient time to save work and gracefully exit any work in progress. Custom documents or any custom work that requires a product build will be included in the next major/minor release after acceptance testing has been completed.

4. Service Level Remedies

- The State shall have the rights set forth below relating to the Contractor's provision of Offender Management System. All standards and commitments are subject to the limitations and exclusions set forth herein. The Contractor shall provide monthly Availability Audits to the State, due five (5) days from the end of each month. If the Availability of Offender Management System for a given month is lower than the applicable Uptime Commitment of 99.98%, (based on a thirty (30) day month, 43,200 minutes), then monetary refund will be due to the State. The following monetary refund per monthly Hosting and Support and Maintenance fees, shall apply in favor of the State:

Availability of OMS for a given month	Applicable refund for such Month
99.9% to 100%	0%
98% or higher but lower than 99.90%	5%
95% or higher but lower than 98%	10%
Lower than 95%	100% - Uptime %
Note: Uptime % = $100 \times ((43200 - \text{downtime mins}) / 43,200)$	

- In the event that the State is not current in its post-implementation payment obligations when the Unavailability occurs, refund will not be applicable for such month or months.
- To receive monetary refund, the State must submit a written request, via email or letter, to the Contractor within thirty (60) days of the end of the month in which Offender Management System failed to meet the Uptime Commitment.

5. System Support and Issue Response

The Contractor shall provide support for the Offender Management System according to the severity of the issue, and not in the order in which the issue was received or logged. Below is the Issue Reporting Process:

- The Contractor support is available for the State to log any queries, incidents and enhancements. Communication from State to the Contractor can be via email or telephone. The Contractor shall provide operation support twenty-four (24) hours a day and seven (7) days a week to the State through dedicate number and email address provided by the Contractor.
- The Contractor's technical support staff shall log the request on behalf of the State.
- The Contractor's technical support staff will prioritize the identified problems and enhancement requests.
- The Contractor's technical support staff shall contact the State to provide progress and time lines for each request.
- At the time of the State's initial call or e-mail, users may be asked to provide:
 - i. Contact name, company name and location;

- ii. The type of browser (with release version);
- iii. Telephone number and alternate method of contact (i.e. a pager number or email address);
- iv. A concise description of State's problem or question; and
- v. The circumstances under which the problem does or does not occur

6. Service Quality Requirements

Priority	Description
Severity 1 Service Failure	<p>A Service Failure which, in the reasonable opinion of the State:</p> <ul style="list-style-type: none"> <input type="checkbox"/> constitutes a loss of the Service which prevents a large group of End Users from working; <input type="checkbox"/> has a critical impact on the activities of the State; <input type="checkbox"/> causes significant financial loss and/or disruption to the State; or <input type="checkbox"/> results in any material loss or corruption of State Data. <p>Non- exhaustive examples:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Failure of the Service to provide user authentication service. <input type="checkbox"/> [Loss of power to data center causing failure of services;]
Severity 2 Service Failure	<p>A Service Failure which, in the reasonable opinion of the State has the potential to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have a major (but not critical) adverse impact on the activities of the State's and no work around is available; or <input type="checkbox"/> cause a financial loss and/or disruption to the State which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure. <p>Non-exhaustive examples:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Corruption of organizational database tables;] <input type="checkbox"/> [Loss of ability to update Authority Data.]
Severity 3 Service Failure	<p>A Service Failure which, in the reasonable opinion of the State, has the potential to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have a major adverse impact on the activities of the State which can be reduced to a moderate adverse impact due to the availability of a contingency; <input type="checkbox"/> have a moderate adverse impact on the activities of the State; or
Severity 4 Service Failure	<p>A Service Failure which, in the reasonable opinion of the State has the potential to have a minor adverse impact on the provision of the Service to End Users.</p>
Severity 5 Service Failure	<p>A Service Failure comprising a flaw which is cosmetic and, as such, does not undermine the End User's confidence in the Services</p> <p>Non-exhaustive examples:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Spelling error;] <input type="checkbox"/> [Misalignment of data on screen display.]

7. Helpdesk Response Times / Fix Times

- Measurements will be based on the time taken for a Help Desk operative to answer a call or email. Calls or emails that receive an automatic response, or placed into a queuing system, will be deemed not to have been answered.

Priority	Context	Initial Response	Resolution
P1 Critical	Total loss of service or severe degradation affecting all users	30 minutes	30 minutes
P2 Major	Partial loss of service or service disruption affecting most users	30 minutes	2 hours
P3 Medium	Significant service disruption affecting some users	30 minutes	8 hours
P4 Low	Minor or cosmetic issues not affecting service	30 minutes	40 hours

A. Defined Support Levels

The Contractor shall provide the State with Support Levels 1, 2 & 3 as further defined below:

- “Level 1 Support” includes providing first-call line support to the State whereby the Contractor technical support staff is available to answer technical inquiries from State’s staff regarding Offender Management System.
- “Level 2 Support” includes providing technical support to the State in which the technical support staff: (a) perform problem isolation and replication; (b) aid in developing solutions for problems that are not the result of Offender Management System functionality errors; and (c) in the case of an Offender Management System functionality error identify the source of the error, create a reproducible test case and document the details of the error for resolution.
- “Level 3 Support” includes efforts to provide the State’s staff with fixes, patches and/or workarounds for the Offender Management System functionality errors only. The Contractor shall follow the escalation procedure below.

B. Issue Escalation Procedure

- A detailed communication and escalation procedure will be supplied to the State.
- The Contractor technical support staff will be the first contact in the escalation process.
- After speaking with the Contractor technical staff, if the State feels additional escalation is required, the Contractor Operations Contact may be contacted.

C. Management of the Contract

The State will conduct formal quarterly performance monitoring meetings with the Contractor. Performance monitoring meetings will be conducted remotely via video conferencing, or in person, for the life of this contract.

D. Failure to meet Service Level Agreement

The Contractor agrees to respond to support calls within the agreed timelines. If the Contractor fails to respond to support calls that result in the user’s inability to use the system in whole or in part within the agreed timelines, then the State shall have the right to apply service level monetary refund performance remedies as outlined in the contract.

8. Security Audits

On an annual basis, the Contractor shall conduct a third party security audit and resolve any defects found as a result of this audit.

Results of the annual security audit shall be provided to the State as an annual deliverable. Any cost incurred for release of the results to the State from the third party audit firm shall be the responsibility of the Contractor.

D. THE CONTRACTOR HOSTING ENVIRONMENT

1. The Contractor shall install the Offender Management System in their Software as a Service environment, which is a hosted environment, hosted by NLETS (www.nlets.org). The contractor hosted solution shall provide a maximum Recovery Point Objective (RPO) of no greater than 2 hours and a maximum Recovery Time Objective (RTO) of no greater than 2 hours. The contractor shall provide the State with two (2) environments: (1) production environment; (2) test environment. The test environments shall mirror the production environment.
2. The specifics of the Contractor's hosting partner's service level performance requirements shall be made available to the State's Department of Information and Innovation with-in 15 days after signing of this contract. Failure to provide documentation will hold this written contract in breach.
3. Further, the State will have the option, in its sole discretion, of selecting an alternative hosting provider. It shall give the Contractor not less than 90 days' notice of its desire to do so and will provide the Contractor the reasonable cooperation required for such a transition.
4. Any third party hosting environment on which the State's System is hosted shall meet the requirements of this Contract. The State will have no direct contractual relationship with the hosting provider, nor any obligation to manage the Contractor's relationship with a hosting provider. Requirements herein for State access to the hosting platform shall be for compliance monitoring purposes only and shall in no way relieve the Contractor of its obligations with respect to managing its agreement with the hosting provider or in meeting the requirements of this Contract.
5. The Contractor shall conduct incremental back-ups daily, incremental and full back-ups weekly. All weekly backups shall be stored in off-site "hardened" facilities. The Contractor shall maintain a backup of all the State data, database definitions, database creation scripts, and customizations that can be recovered within two (2) hours at any point in time. All offender data will be retained for a minimum of 10 years.
6. The Contractor shall provide the State with its Security Policy, not incorporated herein. The Contractor shall provide the State not less than thirty (30) days advance written notice of any changes to its Security Policy and all changes shall meet the requirements of the States security standards. The Contractor shall provide a Disaster Recovery (DR) plan for the State that describes the essentials in a disaster recovery scenario (e.g., loss of the primary hosting site) for approval by the State. The DR plan shall meet the needs of the State's business requirements and shall be consistent with the State Department of Information and Innovation's Enterprise DR Requirements prior to the State final acceptance for Go-Live. The DR plan shall include but not be limited to:
 - Integrate the plan for the OMS with the State's Continuity Operations Plan;
 - Identify the risks, impacts and mitigation of potential disaster events
 - Communications plan in the event of a DR occurrence
 - i. Specify a communications matrix to be used from onset to conclusion of a disaster event
 - ii. Process description of who does what and when in a DR scenario

- iii. Identify and prioritize the business and service delivery functions to be restored in response to a disaster event;
 - iv. Identify the exit criteria to be used to determine the successful resumption of business and service delivery functions;
- Architecture and location of the DR facility and Mirror
 - Triggers causing a DR action
 - List of most likely DR scenarios (i.e., use cases) and identify the criteria to be used to activate contingency plans;
 - Service Levels in Attachment A
 - Specify the approach to training Contractor and State personnel to effectively execute the Disaster Recovery and Business Continuity Plan;
 - Identify proposed subcontracts, as appropriate, with entities that shall provide support to the Contractor in a disaster event;
 - Detail the procedures for effecting periodic changes to the Disaster Recovery Plan;
 - Detail on how the Contractor performs back-ups of State-owned data.
7. After Outage analysis meetings and documentation
- In the event of a disaster at the hosting facility, the State's System operations will be restored within 2 hours of the incident. Once a Disaster has occurred, the Contractor shall provide an Outage Report detailing the disaster recovery process involved in restoring the State's System, as specified in The Contractor's Hosting Environment, section 9, of this Contract, within 30 days of the disaster event. "Disaster" shall mean an unplanned event that causes a loss of Search, Retrieval, Registration and Updating of State records for a period greater than 30 minutes. Any disaster beyond 30 minutes shall trigger and meet the Fail Safe Principal where the Contractor ensures that if the system is in a failed state it does not reveal any sensitive information or leave any access controls open for attacks.
8. Testing and Auditing
- The Contractor shall run quarterly penetration tests, report results as a deliverable to the State. Establish a method of evaluating computer and network security by simulating an attack on a computer system or network from external and internal threats. The state may conduct Non-intrusive network audits, including but not limited to basic port scans with 24 hours' notice. More intrusive network and physical audits may be conducted on or off site with 48 hours' notice as determined by the State and approved by Contractor. Contractor shall approve and secure access from hosting facility within 5 business days. The Contractor shall provide the following:
- The Contractor shall have a third party perform methodology-based penetration testing quarterly and shall provide results of that testing to the State as authorized by the State in Attachment C.
 - Contractor shall request a SSAE-16 report annual and request FBI CJIS report from hosting provider regarding network security plans, controls and risk assessment and provide the report to the State every three (3) years.
 - The Contractor shall host the State's Offender Management System within the United States of America.

- The Contractor shall log all security-related events and save audit trails for two years.
 - In addition to the audit requirements of Attachment C, the Contractor shall maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this contract. The Contractor shall, at reasonable times, make available to the State its internal or external auditors and any other designated representatives. Access shall also be provided, at reasonable times, to the Contractor's facilities or other locations where the required information, data and records are maintained for the purpose of performing audits and inspections (including unannounced and random audits). The Contractor shall not delete, modify or purge data and customizations, in whole or in part, at the completion of this Contract until all of the following are met: (1) sixty (60) days have passed; (2) Contractor has provided all data hosted to the State; and (3) data integrity has been verified by the State.
 - The Contractor shall require any permitted sub-contractor to provide full cooperation with such auditors, inspectors and representatives in connection with audit functions, including the installation and operation of audit software.
9. The Contractor, immediately upon discovery, shall report to the State any security breach. The Contractor's report shall identify the following:
- The nature of the security breach;
 - The State Data used or disclosed;
 - Who made the unauthorized use or received the unauthorized disclosure;
 - What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide any other information, including a written report, as requested by the State.
10. The parties agree the State is the collector of all data and the State owns the data; the Contractor hosts the data collected by the State on the Contractor's server. The Parties agree to cooperatively work together to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, including, but not limited to Chapter 62 of Title 9 of the Vermont Statutes or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to inform all such individuals in accordance with applicable law. The State agrees to provide Contractor the information necessary to carry out the Contractor's duties under this Section, including but not limited to individual's contact information.

E. DATA PORTABILITY

Contractor's hosting service includes performing daily back-ups of the State's data. If the State requests a copy of these back-ups, a copy shall be available to individuals as authorized by the State. In order to obtain the back-ups, the State shall need to provide a server to store the back-ups.

1. Portability of Data Following Contract Termination

In the event the Contractor goes out of business before the end of this agreement, the Contractor agrees to deliver all data to the State upon the State's written request. Should the Agreement be terminated by the State, the State shall be entitled to an export of State Data, without charge, upon the written request of the State and upon termination of this Agreement. The export process shall at all times adhere to HIPAA requirements securing data in motion and at rest. Following contract

termination, the State shall retain ownership of all database information, including specific client-level data and aggregate data sets. Contractor shall possess no lien or other such rights to the data.

Contractor data transfer, storage, and retrieval procedures shall protect the original data from alteration. The data shall be delivered in a comma delimited format unless another State authorized format is determined, by the Contractor for the full range of State data and shall be transmitted to the State through secure means as approved by the State. Data shall include a data dictionary. The Contractor shall ensure that data is not available to any other entities but the State, unless the State authorizes such sharing by signing Contractor's InterDEX™ MOU. With the exception of State's Perpetual License, Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control.

Should either party give notice of termination of this Contract, the State shall have up to ninety (90) days of "read only" access to State data (client-level data and aggregate data sets) to obtain downloads of all data to a container within the Vermont Agency of Human Services system or another hosted system before the Contractor can destroy client-level data and aggregate data sets. Once the State has acknowledged in writing to the Contractor that all data has been downloaded, the Contractor shall destroy all State data and supply the State with a certified affidavit that all data, including backups, have been destroyed in accordance with State and Federal privacy and security standards.

2. Source Code Escrow Agreement

Prior to Go-Live, the Contractor shall enter into a source code escrow agreement with an escrow agent to be in a form acceptable to the State. At a minimum, the source code escrow agreement shall provide for the deposit of the Software source code documentation Iron Mountain and that upon the Contractor's voluntary or involuntary filing of bankruptcy, or any other insolvency proceeding, Contractor's dissolution, or discontinuance of support of the System, for any reason, the Contractor shall convey to the State all rights, title, and interests in the software source codes, and all associated Software source code documentation for the sole purpose of the State's support and maintenance of the Software.

F. PROGRAM ADMINISTRATION AND EVALUATION

1. Performance Measures:

The performance measures as defined in the contract shall be continually monitored by the State, including ongoing support and maintenance, hosting, compliance and auditing of the system. The State Project Manager shall communicate issues to Contractor and monitor for issue resolution. State shall also review the log submitted by Contractor to ensure all issues are reported and resolved.

2. Transaction Response Times:

The Contractor shall maintain the system so that offender record searches or "look ups", on average, be returned in less than 2-seconds, data queries in less than 3-seconds, and standard OMS reports as outlined in the requirements in less than 5-seconds. Reports that analyze a large amount of data over a wide time range, in less than 20-seconds. Ad hoc reports that the State constructs, as defined in the requirements, shall be returned in less than 5-seconds. The State shall maintain a broad-band connection at each location. Contractor shall not be liable for transaction response times if the State experiences a failure of any kind in its broad-band connection,

G. FORCE MAJEURE

Except as otherwise provided in Attachment C, Paragraph 4, titled Appropriations, or as outlined in this contract, neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Contract, where such failure or delay arises from acts of God, acts of

the Government in its sovereign (and not contractual) capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source, acts of war or terrorism, or domestic unrest. Except as otherwise provided in Attachment C, Paragraph 4, titled Appropriations, or as outlined in this contract, in all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

H. SURVIVAL

Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

I. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement while not affecting the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

J. WARRANTY OF LAW

Contractor represents and warrants that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Software complies in all material respects with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Contract and to consummate the transactions contemplated hereby; and (iv) this Contract is not prohibited by any other contract to which Contractor is a party or by which it may be bound.

K. WARRANTY OF TITLE.

Contractor further warrants that (i) it has good title to the Software; (ii) it has the absolute right to license the Software; (iii) as long as the State is not in material default hereunder, the State shall quietly and peacefully possess and use any Software provided hereunder subject to and in accordance with the provisions of this Contract; and (iv) Contractor shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into the Software ("Title Warranty"). Contractor agrees to assist the State in obtaining the requisite licenses for third party software necessary to use the Software. This Title Warranty shall last perpetually. In the event of a breach of the Title Warranty, Contractor shall indemnify, defend and hold harmless the State from and against any and all harm, injury, damages, costs, losses, liabilities, settlement amounts and expenses, including reasonable attorneys' fees and expenses, incurred by the State arising out of said breach.

L. VIRUS PROTECTION.

Contractor warrants and represents that any time the Software is delivered to the State, whether delivered via electronic media or the internet, no portion of the Software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

M. TAXES

Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

N. SOVEREIGN IMMUNITY

The Contractor acknowledges that State reserves all immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this contract.

O. JURISDICTION

The Contractor agrees that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Washington County Superior Court of the State of Vermont. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorney's fees in any proceeding.

P. LIMITATION ON DAMAGES.

Contractor's liability to the State arising out of breach of this agreement adjudicated by the court shall not exceed TWENTY MILLION SEVEN HUNDRED THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS (\$20,702,535.00). This limitation shall not apply to Contractor's liability for any indirect, special or incidental damages, shall not apply to claims by third parties and shall not in any way limit Contractor's defense and indemnification obligations to the State pursuant to Attachment C, Section 6 and Contractor's IP indemnity and defense obligations to the State pursuant to Attachment D, Paragraph 2 of the contract

Q. TRIAL BY JURY

The Contractor acknowledges and agrees the State DOES not agree to arbitration. Further, the State is prohibited by policy, and shall not waive any right to a trial by jury.

R. GOVERNING LAW

The Contractor agrees that this Contract shall be governed by and construed in accordance with, the laws of the State of Vermont.

S. NOTICES

Contractor shall send all notices regarding system maintenance, software upgrades and/or emergency downtime to the State's appointed contact via email. Notwithstanding anything to the contrary in the Contract Documents, all notices must be given in accordance with the terms of this paragraph and shall be sent to the addresses set forth below or such addresses as may be provided from time to time. Each of the parties agree that if any notices are sent to the State via electronic mail or facsimile transmission, and such notices require an approval, consent, express or implied, or other affirmative action from State, then, in addition, the parties shall provide a hard copy of such notice to State, either via hand delivery, certified mail or overnight courier.

If to the State:	State of Vermont:
	OMS Project Manager
	Department of Corrections
	Agency of Human Services
	103 South Main Street

Waterbury, VT 05671

If to the Contractor: COLOSSUS, INCORPORATED
d/b/a InterAct Public Safety Systems
General Counsel
102 West Third Street, Suite 750
Winston-Salem, NC 27101
Email: legal@interact911.com
Fax: 866.368.8602

1. Contact Information

<u>The State's Primary Contact:</u> Cheryl Burcham Project Manager Agency of Human Services 103 South Main Street Waterbury, VT 05671 Cheryl.Burcham@state.vt.us	<u>The State's Secondary Contact:</u> Lucas Herring Information Technology Manager Agency of Human Services 103 South Main Street Waterbury, VT 05671 Lucas.Herring@state.vt.us 802-505-0564
<u>The State's DOC Operations Contact:</u> Sarah Clark Director of Finance Department of Corrections 103 South Main Street Waterbury, VT 05671 Sarah.Clark@state.vt.us	<u>The State's Technical Lead Contact:</u> Brenda Hudson Senior Systems Developer Agency of Human Services 103 South Main Street Waterbury, VT 05671 Brenda.Hudson@state.vt.us
<u>The Contractor's Primary Contact:</u> Cindy Williams Secretary & General Counsel COLOSSUS, INCORPORATED d/b/a InterAct 102 W 3rd Street, Suite 750 Winston Salem, NC 27101 legal@interact911.com 336.397.5300	<u>The Contractor's Secondary Contact:</u> Kurt Jacobson Sales Executive, NE and Mid Atlantic COLOSSUS, INCORPORATED d/b/a InterAct 102 W 3rd Street, Suite 750 Winston Salem, NC 27101 Kurt.jacobson@interact911.com 508-873-6793
<u>The Contractor's Operations Contact:</u> David Ogles VP/GM - Jail Management Products COLOSSUS, INCORPORATED d/b/a InterAct	<u>The Contractor's Technical Lead Contact:</u> Kelly White Solution Architect COLOSSUS, INCORPORATED d/b/a InterAct

102 W 3rd Street, Suite 750 Winston Salem, NC 27101 direct: +1 270.659.0241 cell: +1 270.646.6388 david.ogles@interact911.com	102 W 3rd Street, Suite 750 Winston Salem, NC 27101 direct: +18596096506 kelly.white@interact911.com
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**ATTACHMENT B
CONTRACT FOR SERVICES
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

The State shall pay Contractor a fixed price payment to Contractor upon State acceptance of each payment deliverable according to the cost schedule below. The maximum amount for the Milestone Deliverables of the contract will not exceed \$2,600,000. The cost of annual Support and Maintenance, and Hosting, will be paid in full prior to the start of the Current Service Period.

Deliverable	Cost	10% Retainage Amount	Invoice Amount
Preparation	\$407,360		
1. Project Kick-off and Initiation (including Project Management Plan and Oversight) – Delivery of Initial Project Plan, Data Conversion and Migration Plan, Escrow Agreement and Staffing Plan	\$157,360	\$15,736	\$141,624
2. Requirements Validation Documents (including Security Plan, Risk Assessment and Security Controls Document) – Delivery of Risk Management Plan, Change Management Plan, Organizational Change Management Plan, Communications Plan, Disaster Recovery Plan and initial task Ghant chart	\$125,000	\$12,500	\$112,500
3. System Implementation Design – Delivery of IT System Security Plan, IT Risk Assessment, Security Controls Audit Document, Work Breakdown Structure, Requirements Traceability Matrix, Functional Design, Technical Specifications and Network Diagram	\$125,000	\$12,500	\$112,500
Construction	\$1,832,800		
4. Construction and Configuration	\$1,432,800		
a. Prioritize Porting to OMS to meet State needs and timeline Milestone 1 – Delivery of Baseline Project Plan	\$200,000	\$20,000	\$180,000.00
b. Milestone 2 – Delivery of OMS Base System Module	\$200,000	\$20,000	\$180,000.00
c. Milestone 3 – Delivery of Parole & Probation/Case Management Modules	\$150,000	\$15,000	\$135,000.00
d. Milestone 4 – Delivery of Reporting, Medical & Accounting Modules	\$300,000	\$30,000	\$270,000.00
e. Milestone 5 – Delivery of Barcode & Web Publishing	\$300,000	\$30,000	\$270,000.00
f. Milestone 6 - All other remaining modules	\$182,800	\$18,280	\$164,520.00
g. User Acceptance Test Sign-off on Web-Based System	\$100,000	\$10,000	\$90,000.00

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5. Data Migration and Configuration	\$250,000		
a. Data Extraction from Legacy DOC System	\$110,000	\$11,000	\$99,000.00
b. Map Data Elements – Delivery of Data Conversion Plan	\$15,000	\$1,500	\$13,500.00
c. Submit Mapped Data Elements for review – Delivery of Data Mapping Document	\$15,000	\$1,500	\$13,500.00
d. Finalize Data Configuration	\$110,000	\$11,000	\$99,000.00
6. Integration and System Testing (to include bulk-load testing and System configuration)	\$150,000		
a. Construction, Configuration and Unit Test Summary – Delivery of Draft Acceptance Test Plan (“ATP”)	\$50,000	\$5,000	\$45,000.00
b. Unit Test Results – Delivery of completed ATP’s from Construction Phase	\$50,000	\$5,000	\$45,000.00
c. Integration and System Test Plan – State signoff on the Acceptance Test Plan of OMS	\$20,000	\$2,000	\$18,000.00
d. Documentation Plan – Delivery of draft Training Manual	\$20,000	\$2,000	\$18,000.00
e. User Training Plan – Delivery of Training Plan (Schedule, Curriculum, Final Manual)	\$10,000	\$1,000	\$9,000.00
Inspection	\$109,840		
7. User Acceptance Testing and Operational Readiness Testing (functional and workflow testing) –Elements to complete this milestone include: a) Delivery of the entire OMS, including the 152 requirements included herein; i) completed data conversion; and ii) approval training plan with training for User Acceptance Testers. b. Delivery of most recent FBI CJIS certification to the State.	\$59,840	\$5,984	\$53,856.00
8. Training – Deliver completion of scheduled Training Classes	\$50,000	\$5,000	\$45,000.00
a. Train the Trainer Sessions			
b. General and Specific Training Sessions			
9. Pilot Operations (At the option of the State)	\$0.00	\$0.00	\$0.00
Implementation and Support	\$250,000		
10. Implementation / Go Live Date – Go Live date and Escrow Agreement	\$100,000	\$10,000	\$90,000
11. Documentation – Delivery of System and User Manuals	\$100,000	\$10,000	\$90,000
Web Construction and Configuration – Upgrade includes all deliverables in original implementation, approved change orders between Contract Signing through Go Live Date, and concluding at the end of the Warranty Period	\$0		\$0
12. Post Implementation Evaluation and Certification	\$50,000	\$0.00	\$50,000
13. Retainage (10% holdback from each invoice above) Due 60-days after Delivery of Web-based System	RETAINAGE TOTAL	\$260,000	\$260,000

ANNUAL SUPPORT AND MAINTENANCE FEES:
(Commences at Contract signing; reflective of year over year increase of 2.5%)

System Maintenance and Operations	Cost	Invoice	Payable Date
System Annual Support & Maintenance Year 1:	\$250,000	\$250,000	Payable in full at one year anniversary of the Go Live date

System Annual Support & Maintenance Year 2:	\$256,250	\$256,250	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 3:	\$262,656	\$262,656	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 4:	\$269,223	\$269,223	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 5:	\$275,953	\$275,953	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 6:	\$282,852	\$282,852	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 7:	\$289,923	\$289,923	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 8:	\$297,171	\$297,171	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 9:	\$304,601	\$304,601	Payable in full prior to the start of the Current Service Period
System Annual Support & Maintenance Year 10:	\$312,216	\$312,216	Payable in full prior to the start of the Current Service Period

HOSTING FEES:
(Commences with contract signing)

System Hosting Fees	Cost per year	Invoice per year	Payable Date
Construction and Configuration Hosting Period	Pro-rated \$10,000 per month	\$120,000	Upon Contract Signing. If system's go-live date occurs sooner than 12 month, pro-rated amount shall be credited by Contractor to System Hosting Fees Year 1.
System Hosting Fees Year 1:	\$120,000	\$120,000	Payable in full at implementation (Go Live date) of system
System Hosting Fees Year 2:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period on the anniversary of the Go Live date
System Hosting Fees Year 3:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 4:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 5:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 6:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 7:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 8:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 9:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 10:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period
System Hosting Fees Year 11:	\$120,000	\$120,000	Payable in full prior to the start of the Current Service Period

Unanticipated Time & Management Table:

Examples of possible Change Order options:	Fee
Additional Training	\$1,500/per day
Additional Software Module or Functionality not included in original Requirements	\$200/per hour. Contractor will scope out the effort and provide State with a Quote.

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Directives that change from time to time, which do not match up with Software's then-current functionality	\$200/per hour. Contractor will scope out the effort and provide State with a Quote.
State Rules & Directive Changes based on Federal Regulation and State Statutory Changes	No Cost as it is included as part of the System Annual Support & Maintenance Agreement

The State will only make payment for the deliverables as defined in this contract and will not be responsible for additional expenses or costs of the Contractor.

1. The Contractor shall submit an invoice on their standard billhead upon the final acceptance of each deliverable. The invoice shall contain the contract number, deliverable invoicing for, contractor's signature and the amount due. Contractor will submit a bill or invoice to the Contract Manager listed below. Invoices may be mailed or e-mailed to:

Sarah Clark
Financial Director
Vermont Department of Corrections
103 South Main Street
Waterbury, VT 05671

2. The State's payment terms for Contractor invoice(s) are net 30 days. State will remit Payment to:

Financial Comptroller
COLOSSUS, INCORPORATED d/b/a InterAct
P. O. Box 671713
Dallas, TX 75267-1713

3. The State shall not be responsible for expenses of the Contractor that are not covered under this contract.
4. The Contractor specified in this contract is the primary Contractor and is solely responsible for fulfillment of the contract with the State. The State will only make contract payments to the primary Contractor.
5. Invoices submitted more than 90 days after the month of service or completion of an accepted deliverable may not be honored, except for additional charges agreed to by the Parties.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$2,000,000** aggregate.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT D

MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:
2. Requirements of other Sections in Attachment C are hereby modified by adding the following Indemnification and Defense Obligations to Paragraph 6:

IP Indemnity. If a lawsuit or claim is brought against the State claiming the Software infringes a U.S. copyright or misappropriates a third party trade secret, Contractor will defend the State against all claims or lawsuits at Contractor's expense, and Contractor will pay any and all of the damages, including attorneys' fees and costs finally awarded against the State or agreed upon in settlement in the action. The State shall notify Contractor in writing promptly upon learning of any claim or lawsuit. The State will provide assistance in defense of such claim or lawsuit as Contractor reasonably requests. Contractor's obligation to indemnify and save the State harmless under this Section is void if the damages are awarded specifically as a result of any modification made to the Software or any use of the Software not specifically authorized in writing by Contractor.

3. Requirements of Sections in Attachment F are hereby modified:

Section 10 – Intellectual Property/Work Product Ownership is hereby modified as follows:


Notwithstanding anything to the contrary in Attachment F, Section 10, Contractor reserves and retains all rights to the Intellectual Property pertaining to its products and services, and it grants a non-exclusive, non-transferable right to the State to use the products and services contemplated under this contract for the term of the contract agreement. The State retains sole ownership of the data.

4. Reasons for Modifications:

- a. IP indemnity is not addressed in the State's contract;
- b. OMS is a proprietary software that is owned by the Contractor

Approval:

Assistant Attorney General:



Date:

10/14/13

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This business associate agreement ("agreement") is entered into by and between the state of Vermont agency of human services, operating by and through its Department of Corrections ("covered entity") and [Colossus DBA InterAct Public Safety Systems] ("business associate") as of 10/15/2013 ("effective date"). This agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. **Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. **Return/Destruction of PHI.**

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings,

recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age

Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS 12/10/10